



**MEMORANDUM
PUBLIC WORKS
ROAD MAINTENANCE DIVISION**
County of Placer

TO: Honorable Board of Supervisors **DATE:** October 11, 2022
FROM: Ken Grehm, Director of Public Works
BY: Matt Randall, Engineering Manager
SUBJECT: China Wall Snow and Ice Removal Reimbursement Agreement / State of California Department of Parks and Recreation

ACTION REQUESTED

Authorize the Director of Public Works, or designee, to execute a reimbursement agreement with the State of California for snow and ice removal related to the China Wall trailhead for a total agreement amount not to exceed \$121,031.22 through June 30, 2027, subject to Risk Management and County Counsel's concurrence.

BACKGROUND

The California Department of Parks and Recreation maintains the China Wall trailhead in the Foresthill Divide area which includes over snow vehicle (OSV) use during the winter season. The Department of Public Works, Road Maintenance Division performs winter snow removal on County roads in the area including on Foresthill Road adjacent to the access road and trailhead. The State requested that the County perform snow and ice removal for the China Wall trailhead since the County is already providing these services for County roads in the area. The work would include snow and ice removal for the China Wall trailhead parking lots as well as 3.5 miles of Foresthill Divide Road providing access to and from the trailhead parking lot to Foresthill Road which is County maintained.

The Road Maintenance Division removes snow and ice on 250-350 miles of County maintained roads during the winter season and is equipped and staffed to provide these services which will allow for safe parking and access for the recreating public at the China Wall trailhead.

ENVIRONMENTAL IMPACT

This project is Categorically Exempt from the provisions of CEQA as a Class I exemption, Section 15301(c) (Maintenance of Existing Facilities).

FISCAL IMPACT

This agreement will allow the County to be reimbursed by the State for the cost to provide snow and ice removal services related to the China Wall trailhead up an amount not to exceed \$121,031.22 through June 30, 2027. The expense for this work is included in the FY 2022-23 budget for the Department of Public Works Road Maintenance Division - CC19007. There is no impact to the General Fund.

ATTACHMENTS

Attachment A – Draft Reimbursement Agreement

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

C22550012

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Parks and Recreation

CONTRACTOR NAME

County of Placer

2. The term of this Agreement is:

START DATE

10/1/2022 or upon DGS/OLS Approval whichever is later

THROUGH END DATE

June 30, 2027

3. The maximum amount of this Agreement is:

\$121,031.22 (One Hundred Twenty-One Thousand Thirty-One Dollars and Twenty-two cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Exhibit A, Attachment 1	Description of Services	2
Exhibit A, Item 1	OSV Program and Environmental Impact Report (EIR) This document is hereby incorporated by reference and made part of this agreement as if attached hereto. it is available for viewing at: https://ohv.parks.ca.gov/reports	N/A
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit B, Attachment 1	Cost Breakdown	1
Exhibit C *	General Terms and Conditions GTC 04/2017	
Exhibit D	Special Terms and Conditions	2
Exhibit E	Additional Provisions	1

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Placer

CONTRACTOR BUSINESS ADDRESS

11428 F Avenue

CITY

Auburn

STATE

CA

ZIP

95603

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

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AGREEMENT NUMBER

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PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Parks and Recreation

CONTRACTING AGENCY ADDRESS

715 P Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Krystal C. Simpson

TITLE

Chief, Business Management Systems

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A (Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to provide to the Department of Parks and Recreation (DPR) snow/ice removal and other services as described herein:

Contractor shall provide all labor, equipment, and tools necessary to perform winter road and trailhead services in accordance with specifications outlined in **Exhibit A**, **Exhibit B**, and all corresponding Attachments. Snow/ice removal services will be provided to the following areas:

- Foresthill Divide Road from the intersection of Forest Service Road 10 (Sugar Pine Road) to China Wall Trailhead (3.5 Miles).
- The entire paved surface area of the two parking lots located at China Wall trailhead.

All services will be provided in accordance with **Exhibit A, Attachment 2: OSV Program Environmental Impact Report (EIR)**, which is incorporated by reference as if attached hereto.

2. The services shall be performed at:
Foresthill Divide Road, China Wall Trailhead, and the surrounding area.
3. The services shall be provided during:
Any day and/or time necessary to meet the unpredictable needs of the public. This may include weekends, holidays, and/or late nights as allowed by Placer County leadership.
4. The project representatives during the term of this Agreement will be:

State Agency:	Department of Parks and Recreation	Contractor:	County of Placer
Section/Unit:	Over Snow Vehicle Program	Section/Unit:	Roads Division
Attention:	Talina M. Hagler, Project Manager	Attention:	Cynthia Thomas
Address:	PO Box 942896	Address:	11428 F Avenue
City/State/Zip Code:	Sacramento, CA 94296	City/State/Zip Code:	Auburn, CA 95603
E-mail Address:	talina.hagler@parks.ca.gov	E-mail Address:	csthomas@placer.ca.gov

**EXHIBIT A,
ATTACHMENT 1
DESCRIPTION OF SERVICES**

Contractor shall provide the following services to the Over Snow Vehicle (OSV) trailheads, access roads, and adjacent trail systems located in Placer County:

Snow & Ice Removal: Snow plowing, blowing, and sanding services as required on two (2) trailhead parking areas and 3 ½ miles of access roads, as necessary for safe travel to and from the trailheads. All entries to buildings, dumpster enclosures, fire lanes, public sidewalks, and walkways must be free of accumulated snow and ice.

Requirements for snow/ice removal are as follows:

1. When snowfall accumulations at China Wall Trailhead reach 12-18 inches, the Forest Service closes the divide road above China Wall for OSV grooming operations. Once this occurs, Placer County shall remove snow from both sides of the road 3.5 miles from Forest Service Road 10 along the Foresthill Divide Road to China Wall Trailhead.
2. Placer County shall also plow snow within China Wall Trailhead to allow for safe parking and access for the recreating public.
3. Costs for snow & ice removal will vary based on snow conditions, staff classifications, and nature of work performed

Other Related Services: Contractor may provide additional services as needed and agreed to by both parties. Services may include, but are not limited to the following:

Hazard Removal: Clearance of downed trees and/or limbs, only when: 1) they present an immediate hazard and/or inhibit safe use of the facilities; or 2) are damaged by extreme wind and/or snow accumulation; or 3) are obstructing the passage of plowing equipment. OSV Program is not responsible for clearance associated with regular road maintenance and/or summertime use.

Signs/Markers: Purchase, installation, and removal of markers/signs associated with the OSV trails and trailheads. These may include:

- Directional markers
- Poles/stakes
- Reassurance markers
- Fiberglass delineators
- Regulatory signs
- Hazard identification

Any single sign exceeding **\$500** in value requires the advance written approval of the Project Manager or designated State representative.

Off-Season Maintenance: When necessary and pre-approved by the State, Contractor may provide off-season preventative maintenance and/or repairs specifically relating to services under this contract. Some examples include removal roadside vegetation that may obstruct the passage of snow removal equipment, repairs to potholes and other

minor hazards as necessary to protect vehicles & equipment, and application of brine and/or other pre-treatments to prevent snow from bonding to the road/parking lot surface. These services must be approved in advance by the State's Project Manager or designated State representative.

Expenses Subject to Approval: All expenses not included above require the advance written approval of the Project Manager or designated State representative. Expenses submitted without written approval may not be considered for reimbursement.

Amendments: This agreement may be amended with mutual consent of the parties hereto. This agreement may be amended to extend the term and add funds, at the same rates, in the event that unforeseen circumstances require additional services.

**EXHIBIT B
(Public Entity)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Department of Parks and Recreation agrees to compensate the Placer County, Department of Public Works for actual expenditures incurred in accordance with the rates specified in Cost Breakdown, marked Exhibit B, Attachment 1, which is attached hereto and made a part of this Agreement.

B. Invoices must include the Agreement Number and will be submitted not more frequently than monthly in arrears to:

Department of Parks and Recreation
Tamina M. Hagler, OSV Program Coordinator
talina.hagler@parks.ca.gov

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Payment

A. Costs for this agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.

B. Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.

Exhibit B
Attachment 1
Cost Breakdown

Equipment

Equipment Type	Hourly Rate	Estimated Hours	Line Item Total	
Grader	\$72.82	30	\$2,184.60	*
Snowblower	\$72.82	60	\$4,369.20	*
Plow/Sander	\$46.87	40	\$1,874.80	*
Dump Truck w/Plow	\$46.87	20	\$937.40	*
Equipment Subtotal			\$9,366.00	*

Personnel

Classification	Hourly Rate	Estimated Hours	Line Item Total	
Maintenance Worker	\$40.48	40	\$1,619.20	*
Equipment Operator	\$47.86	110	\$5,264.60	*
Sr. Equipment Operator	\$70.82	30	\$2,124.60	*
Road Dist. Supervisor	\$94.46	20	\$1,889.20	*
Personnel Subtotal			\$10,897.60	*

Miscellaneous Expenses

Classification	Unit Cost	Estimated Units	Line Item Total	
Sand/Abrasives	\$28/Ton	15	\$420.00	*
Signs/Markers	\$6/each	120	\$720.00	*
Other Expenses	N/A	N/A	\$500.00	*
Miscellaneous Expenses Subtotal			\$1,640.00	*

TOTAL 2022/23 Budget: \$21,903.60 **

CONTRACT SUMMARY

2022/23 Season:	\$21,903.60
2023/24 Season:	\$22,998.78
2024/25 Season:	\$24,148.72
2025/26 Season:	\$25,356.15
2026/27 Season:	\$26,623.96
CONTRACT TOTAL:	\$121,031.22

* Rates and quantities provided are estimates. Actual amounts will vary.

** The budget will increase by 5% each season to account for rising costs.

EXHIBIT D — PUBLIC ENTITY (Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Disputes

In the event of any dispute concerning a question of fact arising under this agreement, the Parties shall use their best efforts to settle the dispute by informal means. To this effect, the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable conclusion satisfactory to both parties. After attempts to resolve a dispute by the Parties have failed, either Party may request in writing referral of such dispute to executive level management. If such a request is made, the applicable and appropriate executive level managers shall meet in person or by telephone within ten (10) working days of receipt of the request to negotiate a mutually acceptable resolution. Pending the resolution from executive level management, Contractor shall proceed diligently with the performance of this agreement in accordance with Program Coordinator's instructions.

2. Termination for Convenience

State reserves the right to terminate this agreement subject to 30 days written notice to Contractor. Contractor may submit a written request to terminate this agreement only if State should substantially fail to perform its responsibilities as provided herein.

3. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

4. Forced, Convict, and Indentured Labor

No foreign-made equipment, materials, or supplies furnished to State pursuant to this agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to State or accepting a purchase order, Contractor agrees to comply with this provision of this agreement.

5. Potential Subcontractors

Nothing contained in this agreement or otherwise, shall create any contractual relation between State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from State's obligation to make payments to Contractor. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**EXHIBIT D — PUBLIC ENTITY
(Standard Agreement)**

Contractor's Name: County of Placer

Agreement Number: C22550012

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6. Priority Hiring Considerations for Contracts with a Value of \$200,000

If the resulting agreement will have a total value of \$200,000 or more, Contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

7. Intellectual Property

Any works developed during and/or pursuant to this agreement by Contractor, including all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to State upon creation, and shall continue in State's exclusive ownership upon termination of this agreement. Contractor further intends and agrees to assign to State all right, title and interest in and to such materials as well as all related copyrights and other proprietary rights therein.

Contractor agrees to cooperate with State and to execute any document or documents that may be found to be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of copyright.

Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

8. Contractor's Duties, Obligations and Rights

Contractor is hereby apprised that California Public Contract Code Section 10335 through 10381 are applicable relative to Contractor's duties, obligations, and rights in performing the agreement.

9. Mutual Indemnification

Neither STATE nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon COUNTY or under this Agreement. It is understood and agreed that COUNTY, to the extent permitted by law, will defend, indemnify, and save harmless STATE and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors and/or its agents under this Agreement.

Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by STATE, its contractors, sub-contractors and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon STATE or under this Agreement. It is understood and agreed that STATE, to the extent permitted by law, will defend, indemnify, and save harmless COUNTY and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE, its contractors, sub-contractors and/or its agents under this Agreement.

EXHIBIT E — PUBLIC ENTITY (Standard Agreement)

ADDITIONAL PROVISIONS

Student/Graduate Student Assistants

1. Notwithstanding any other provision of law to the contrary, no student employed pursuant to this agreement will accrue State civil service status nor be employed for more than 194 days in the 365 days following the initial date of employment. Students will not cause the displacement of civil service employees. Students are not to perform work that would normally be assigned to permanent, full-time State civil service employees, and due consideration shall be given to affirmative action in and when hiring students.
2. Students may be permitted by State to operate State owned vehicles or equipment when required in the normal course of carrying out their work assignments under this agreement, provided that the following occurs:
 - a. Students who operate vehicles on official business must have a valid driver's license and a good driving record.
 - b. A copy of the student's driver records must be obtained from Department of Motor Vehicle prior to commencement of work.
 - c. Students under the age of 18 may not operate State vehicles under any circumstances.
 - d. Students who operate their private vehicle on official business must complete a STD. 261, Authorization to Use Privately Owned Vehicles on State Business.
 - e. Students who operate their own or State vehicles on official business must attend and successfully complete an approved defensive driver training course at least once every four years. Said course must be completed before student will be allowed to drive on official business.
 - f. Students must provide written proof of insurance.
3. Any/all students hired under the auspices of this agreement may be subject to a background check at the discretion of State.
4. Refusing to cooperate with the request(s) as noted above can be grounds for immediate dismissal from all assignments within State. In addition, State, at its sole discretion, may terminate any student assistant from his/her work assignment if State is displeased with any aspect of the student's work or work-related conduct.
5. It is the responsibility of State to instruct and inform all students of the aforementioned conditions at the time of hire.

